

EXHIBIT A

Attorney ID 016531981

LAW OFFICES OF

MARC J. ROGOFF

770 King Georges Road

Fords, New Jersey 08863

(732) 738-8400

Attorneys for Plaintiff(s)

MERIDETH ROGOFF

Plaintiff(s)

vs.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SPECIAL CIVIL PART
MIDDLESEX COUNTY
DOCKET NO.

Civil Action

JPMORGAN CHASE BANK, N.A.

d/b/a CHASE BANK

Defendant(s)

COMPLAINT

(Contract)

The Plaintiff, Merideth Rogoff, residing at 4201 Cedar Village Boulevard, in the Town of East Brunswick, County of Middlesex, and State of New Jersey, complaining of the defendant herein alleges as follows:

FIRST COUNT

1. The Defendant is a Corporation organized and existing under the laws of the State of New York with its principal place of business located at 383 Madison Avenue, New York, New York 10017. It has executive offices located at 3415 Vision Drive, Columbus, Ohio and Wilmington, Delaware, among others.

2. The defendant issued plaintiff a Chase Visa charge card bearing an account number ending in 4034. [EXHIBIT A]

3. On or about October 4, 2020, Plaintiff received a monthly statement from defendant indicating that on September 6, 2020, plaintiff had charged/purchased two(2) mobile phones from Amazon in the amount of \$522.73 each for a total of \$1,045.46 [EXHIBIT B]. Upon receiving this monthly statement, Plaintiff contacted the defendant credit card company and disputed the two Amazon charges. Upon further inquiry it was determined that plaintiff's Amazon account had been hacked by unknown perpetrators who stole her credit card information and ordered the items without plaintiff's knowledge or authorization. Plaintiff immediately closed the hacked Amazon account and the Chase credit card account. Plaintiff did not order or receive the items that were fraudulently charged to her credit card account with defendant.

4. Despite the fact that the Plaintiff's credit card account was hacked, the defendant ultimately refused to reverse and credit the disputed charges and continued to bill the plaintiff with interest accruing on said balance at the rate of 12.24%. To avoid further interest and damage to her credit reputation, the plaintiff paid the disputed charges on April and has not

used the defendant's card since and never will in the future. Defendant also refused to credit any interest charged against the account. [Exhibit C]

5. More than sixty (60) days have passed since plaintiff first notified defendant of the billing error.

6. Without any evidence, the defendant claimed that plaintiff received the items that were fraudulently charged to her Amazon account and ultimately on her credit card account with the defendant. Defendant falsely claimed that plaintiff previously ordered items from Amazon without issue and claimed that the items were delivered to her address on file. Plaintiff never received the items and the defendant is unable and without any evidence to prove she did. The position of defendant is asserted in bad faith and violates the credit card contract that they advertise to the public entitled "Zero Liability Protection" that states they will not hold the account holder responsible for fraudulent or unauthorized charges to the card.

7. Defendant refused and continues to refuse plaintiff's repeated and unsuccessful attempts to correct the billing error, which refusal amounts to a willful disregard of defendant's duties to plaintiff and continued violation of the Fair Credit Billing Act.

WHEREFORE, the plaintiff demands judgment against the defendant for \$1,045.46 plus interest of \$23.39 and late fees, attorney's fees, interest and costs of suit. Further, Plaintiff requests that defendant be ordered to correct such billing error and correct any negative credit statement issued to any credit reporting bureau; for actual damages, reasonable attorney's fees, costs of suit and for such other and further relief as the court may deem just and proper.

SECOND COUNT

1. Plaintiff repeats the allegations contained in the First Count as if more fully set forth at length herein.

2. The actions of the defendant set forth herein violate Title 15, Section 1661(d) of the United State Code, the Fair Credit Billing Act.

3. If defendant has taken any action with respect to lodging a negative credit rating with a reporting agency or bureau, the plaintiff demands that defendant retract said negative comments and restore plaintiff's credit reputation with written verification to the plaintiff.

WHEREFORE, Plaintiff demands that defendant be ordered to correct such billing error and correct any negative credit statement issued to any credit reporting bureau; for actual damages, reasonable attorney's fees, costs of suit and for such other and further relief as the court may deem just and proper.

I certify that the matter in controversy is not the subject of any other court action or arbitration proceeding, now or contemplated, and that no other parties should be joined in this action.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Marc J. Rogoff

MARC J. ROGOFF, ESQ.
Attorney for the Plaintiff

EXHIBIT A

Credit Access Line	\$17,950
Available Credit	\$0
Cash Access Line	\$350
Available for Cash	\$0
Paid Due Amount	\$7.25
Balance over the Credit Access Line	\$0.00

000001 F1503201 01 N Z DT 21/07/07 00009 0A DC 7900 0371000010 06728/201 Page 1 of 2



P.O. BOX 15125
WILMINGTON, DE 19850-5125
For Undeliverable Mail Only

The front pass
amount of \$7.25 is
applied to your
MasterCard Signature.

Payment Due Date: 06/04/21
New Balance: \$1,089.30
Minimum Payment: \$42.23

Account number: [REDACTED] 4034

00042828X Z0721 C 1-07829 P7765
MEMBERSHIP BOONER



00042828 1 JV 20.39



CARDMEMBER SERVICE
PO BOX 1423
CHARLOTTE NC 28201-1423

\$ _____ Amount Enclosed
Mail/Call to Chase Card Services at the address below.



1:500016028:28210357040349

EXHIBIT B

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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PAYMENTS AND OTHER CREDITS

08/18	Payment Thank You Bill Pay Service	-453.35
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PURCHASE

08/08	Amazon.com*MF87C6ME0 Amzn.com/bill WA	35.65
08/09	1-800-FLOWERS.COM,INC. 800-468-1141 NY	64.85
08/14	SP * KOMUSO DESIGN HTTPSKOMUSODE FL	105.00
08/18	ACTBLUE*ADAM.SCHIFF actbluecc.com MA	15.00
08/21	ACTBLUE*DOUG.JONES actbluecc.com MA	15.00
08/21	ACTBLUE*AMY.MCGRATH.SEN actbluecc.com MA	15.00
08/24	APPLE.COM/BILL 866-712-7753 CA	.99
08/26	WALMART.COM AY 800-966-6546 AR	108.43
08/29	QDI*QUEST DIAGNOSTICS 800-799-2604 PA	65.72
09/06	AMZN Mktp US*MU0UU4VH2 Amzn.com/bill WA	522.73
09/06	AMZN Mktp US*MU46V8JJ0 Amzn.com/bill WA	522.73
09/07	CHEWY.COM 800-672-4399 FL	86.29

Dispute (circled) 511.9

2020 Totals Year-to-Date	
Total fees charged in 2020	\$0.00
Total interest charged in 2020	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

Called 8/17/20 But closed

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	12.24%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	19.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	12.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
 (d) = Daily Balance Method (including new transactions)
 (a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

Called again 11/17/20

Amazon inc

EXHIBIT C

Executive Office
3415 Vision Drive OH4-7120
Columbus, OH 43219



April 1, 2021

Marc J. Rogoff
770 King Georges Rd.
Fords, NJ 08863



094535000100100003000200000000

Our decision on your client's claim remains the same

Reference Number: ECW210316-02110

Dear Marc J. Rogoff:

We are responding to a complaint about the unauthorized charges for the credit card account ending in 4034, previously ending in 5355 and 6412, for your client, Merideth Rogoff. We appreciate the opportunity to assist.

During our review, we were not able to locate a previous inquiry for November 24, 2020. Our latest review confirmed our previous findings were correct and the two charges of \$522.73 from Amazon are valid and will remain on the account.

The charges are valid because your client gave Amazon permission to bill the credit card by storing the card with their Amazon profile. Amazon confirmed that these charges came from an account your client has had with them for almost eighty purchases with no issues, including other deliveries to the same address that the merchandise was delivered to.

Your client verified she had an Amazon profile. The screen shots your client sent do not provide the name on the account, so we cannot verify the account that the activity is associated with. Your client is saying that the Amazon account was hacked; therefore, your client needs to partner with Amazon and get confirmation that they confirmed fraudulent activity took place for us to be able to reconsider the rebill. Without that documentation, your client would need to continue to work with the merchant for a credit.

Your client can send their supporting documentation to our Recovery team by fax at 1-866-824-7034, and request a rebill dispute review.

We are not able to honor your client's request to remove the interest charges on the account. Enclosed please find a copy of the letter dated October 29, 2020, which states your client is responsible for the transactions.

If you have questions about this issue, please call Sindy at 1-877-805-8049, extension 1050003572. If you have other questions, please call us at the number below. We accept operator relay calls. We're available Monday through Friday from 8 a.m. to 6 p.m. Eastern Time.



Card Services
PO Box 17280
Wilmington, DE 19850-7280

Questions?

chase.com

1-888-813-7092

We accept operator relay calls

02850 AFC 000 001 30320 NNNNNNNNNNN 1118

MERIDETH L. ROGOFF

October 29, 2020



092535000100100003000300000020

Update: We completed our review of unauthorized transaction(s) on your account

Your account ending in

Dear Merideth L Rogoff:

Thank you for contacting us on 09/17/2020 about an unauthorized transaction on this credit card account. We completed our review and would like to share the results of our investigation.

You are responsible for the following transaction(s)

Date of Transaction	Amount	Merchant Name or Transaction Description	Reason
09/06/2020	522.73	AMZN Mktp US*MU0UU4VH2	You received benefit from this transaction.
09/06/2020	522.73	AMZN Mktp US*MU46V8JJ0	You received benefit from this transaction.

You can see this in your balance now at chase.com and on one of your next two billing statements.

We closed our fraud investigation

- If you contacted us about additional unauthorized transactions, we'll address those in a separate letter.
- If any of the transactions above were previously credited Chase Pay 'Pay with Points' transactions, and you want to reapply them for statement credit, please visit your card rewards program at chase.com or call the number on the back of your card.

If you have questions, please call us at 1-888-813-7092. We're here Monday through Friday from 8 a.m. to 9 p.m. Eastern Time.

Sincerely,

Fraud Department



Court's Address and Phone Number:
Middlesex ☒ Special Civil Part
56 Paterson Street
New Brunswick, New Jersey 08903

Telephone No. 732-645-4300

Superior Court of New Jersey
Law Division, Special Civil Part
Middlesex ☒ County
Docket No: DC

**Civil Action
SUMMONS**

Check one ☒ Contract ☐ Tort

YOU ARE BEING SUED!

Person or Business Suing You (Plaintiff)

Merideth Rogoff
4201 Cedar Village Boulevard
East Brunswick, New Jersey 08816

(See the following page(s) for additional plaintiffs)

Plaintiff's Attorney Information

MARC J. ROGOFF, ESQ.
770 King George Road
Fords, New Jersey 08863

Person or Business Being Sued (Defendant)

JPMORGAN CHASE BANK, N.A. d/b/a CHASE BANK
383 Madison Avenue
New York, New York 10017

(See the following page(s) for additional defendants)

The Person or Business Suing You Claims You Owe the Following:

Demand Amount	\$	1,068.85
Filing Fee	\$	35.00
Service Fee	\$	
Attorney's Fees	\$	
TOTAL	\$	1,103.85

FOR JUDICIARY USE ONLY

In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. **If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement.** If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE _____, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:

- 1. Answer the complaint.** An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site njcourts.gov. If you decide to file an answer to the complaint made against you:
 - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: *Treasurer, State of New Jersey*. Include DC _____ (your Docket Number) on the check.
 - Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.
 - Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before _____.
- 2. Resolve the dispute.** Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the **SIGNED** agreement to the court's address listed above on or before _____.

Please Note - You may wish to get an attorney to represent you. If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at _____. If you can afford to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at _____. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.

/s/ Name

Margaret Gradella - Dusch
Clerk of the Superior Court



Court's Address and Phone Number:

Middlesex ☒ Special Civil Part
56 Paterson Street
New Brunswick, New Jersey 08903

732-645-4300

Superior Court of New Jersey
Law Division, Special Civil Part

Middlesex ☒ County
Docket No: DC: _____

Civil Action
SUMMONS

Check one ☒ Contract ☐ Tort

Additional Plaintiffs/demandantes adicionales

Violation of Title 15, Section 1661(d) of the United
States Code, the Fair Credit Billing Act

Additional Defendants/demandados adicionales



Court's Address and Phone Number:
MIDDLESEX Special Civil Part
56 PATERSON STREET, 3RD FLOOR
P.O. BOX 1146
NEW BRUNSWICK, NJ 08903-1146
732-645-4300 ext.88383

**Superior Court of New Jersey
Law Division, Special Civil Part**

MIDDLESEX County
Docket No: **MID-DC-008326-21**

**Civil Action
CONTRACT DISPUTE**

YOU ARE BEING SUED!

Person or Business Suing You (Plaintiff)

Merideth Rogoff

Plaintiff's Attorney Information

MARC J ROGOFF
MARC J. ROGOFF
770 KING GEORGES ROAD
FORDS, NJ 08863-0000
732-738-8400

Person or Business Being Sued (Defendant)

JPMorgan Chase Bank, N.A DB Chase Bank

The Person or Business Suing You Claims You Owe the Following:

Demand Amount	\$1103.85
Filing Fee	\$50.00
Service Fee	\$7.00
Attorney's Fees	\$0.00
TOTAL	\$1160.85

FOR JUDICIARY USE ONLY

In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. **If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement.** If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 09/09/2021, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:

- Answer the complaint.*** An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site njcourts.gov under the section for Forms. If you decide to file an answer to the complaint made against you:
 - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: **Treasurer, State of New Jersey**. Include **MID-DC-008326-21** (your Docket Number) on the check.
 - Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.
 - Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before **09/09/2021**.
- Resolve the dispute.*** Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the **SIGNED** agreement to the court's address listed above on or before **09/09/2021**.

Please Note - You may wish to get an attorney to represent you. If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at 732-249-7600. If you can afford to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at 732-828-0053. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.

/s/ Michelle M. Smith

Clerk of the Superior Court



Dirección y teléfono del tribunal
Parte Civil Especial de MIDDLESEX
56 PATERSON STREET, 3RD FLOOR
P.O. BOX 1146
NEW BRUNSWICK, NJ 08903-1146
732-645-4300 ext.88383

**El Tribunal Superior de Nueva Jersey
División de Derecho, Parte Civil Especial**

Condado de MIDDLESEX
Número del expediente MID-DC-008326-21
Demanda de Acción Civil
NOTIFICACIÓN DE DEMANDA
CONTRACT DISPUTE

¡LE ESTÁN DEMANDANDO!

Persona o entidad comercial que le está demandando (el demandante)

Merideth Rogoff

Información sobre el abogado del demandante

MARC J ROGOFF
MARC J. ROGOFF
770 KING GEORGES ROAD
FORDS, NJ 08863-0000
732-738-8400

Persona o comercial ser demandada (el demandado)

JPMorgan Chase Bank, N.A DB Chase Bank

La persona o comercial que le está demandando afirma que usted le debe lo siguiente:

Cantidad a la vista	\$1103.85
Tasa judicial	\$50.00
Cargo del emplazamiento	\$7.00
Honorarios del abogado	\$0.00
TOTAL	\$1160.85

PARA USO EXCLUSIVO DEL PODER JUDICIAL

En la demanda adjunta la persona o entidad comercial que le está demandando le informa brevemente al juez su versión de los hechos de la causa y la suma de dinero que afirma que usted le debe. **Si usted no responde a la demanda puede perder la causa automáticamente y el juez puede dar al demandante lo que está pidiendo más intereses y los costos legales. Usted tiene 35 días a partir de la fecha del emplazamiento para presentar su respuesta o un acuerdo firmado.** Si se dicta un fallo en su contra, un Oficial de la Parte Civil Especial puede embargar su dinero, sueldo o sus bienes muebles (personales) para pagar todo el fallo o una parte del mismo. El fallo es válido por 20 años.

SI USTED NO ESTÁ DE ACUERDO CON LAS ALEGACIONES DEL DEMANDANTE, EL TRIBUNAL TIENE QUE RECIBIR UNA RESPUESTA POR ESCRITO O UN ACUERDO FIRMADO PARA EL 09/09/2021 O ANTES DE ESA FECHA, O EL JUEZ PUEDE EMITIR UN FALLO EN SU CONTRA. SI USTED NO ESTÁ DE ACUERDO CON EL DEMANDANTE, DEBE HACER UNA DE LAS SIGUIENTES COSAS O LAS DOS:

1. **Responder a la demanda.** Un formulario de respuesta que le explicará cómo responder a la demanda está disponible en cualquiera de las Oficinas de la Parte Civil Especial de Nueva Jersey o en el sitio Internet del Poder Judicial njcourts.gov bajo la sección de formularios (Forms). Si usted decide presentar una respuesta a la demanda que se hizo en su contra:
 - Llene el formulario de Respuesta Y pague la tasa judicial de presentación que corresponda mediante un cheque o giro bancario o postal acreditable al: "**Treasurer, State of New Jersey**" (Tesorero del Estado de Nueva Jersey). Incluya **MID-DC-008326-21** (el número de su expediente) en el cheque.
 - Envíe por correo el formulario de Respuesta llenado y el cheque o giro bancario o postal a la dirección del tribunal que figura más arriba, o entréguelos personalmente en dicha dirección.
 - Entregue personalmente o envíe por correo común una copia del formulario de Respuesta llenado al abogado del demandante. Si el demandante no tiene abogado, envíe su formulario de respuesta llenado al demandante por correo común y por correo certificado. Esto SE TIENE que hacer al mismo tiempo que presente su Respuesta al tribunal a más tardar el **09/09/2021**.
2. **Resolver la disputa.** Comuníquese con el abogado del demandante, o con el demandante si éste no tiene abogado, para resolver esta disputa. El demandante puede estar de acuerdo con aceptar arreglos de pago. **Si llegara a un acuerdo, envíe por correo o entregar personalmente el acuerdo FIRMADO** a la dirección del tribunal que figura más arriba, o entréguelo personalmente en dicha dirección a más tardar el **09/09/2021**.

Nota - Puede que usted quiera conseguir que un abogado para que lo represente. Si usted no puede pagar a un abogado, podría obtener consejos legales gratuitos si se comunica con Legal Services (Servicios Legales) llamando al 732-249-7600. Si usted puede pagar a un abogado, pero no conoce a ninguno, puede llamar al Lawyer Referral Services (Servicios de Recomendación de Abogados) del Colegio de Abogados (Bar Association) de su condado local al 732-828-0053. Notifique al tribunal ahora si usted necesita un intérprete o un arreglo por una discapacidad para cualquier comparecencia futura en el tribunal.

/s/ Michelle M. Smith

Subsecretario(a) del Tribunal Superior